

**THE CITY OF NEW YORK
LAW DEPARTMENT**

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February 25, 2013

BY ECF

Honorable Edward R. Korman
United States Magistrate Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Tyrone Coleman v. City of New York, et al., 11 CV 3278 (ERK) (RLM)

Dear Judge Korman:

I am the Assistant Corporation Counsel assigned to the defense of the above-referenced matter. In accordance with a request from Your Honor's chambers, enclosed please find a copy of the stipulation of settlement and dismissal, signed by counsel for the parties and endorsed by the Honorable Eric N. Vitaliano on April 20, 2012. As this matter had previously been consolidated with civil action 11-3277, also brought by plaintiff Tyrone Coleman, the parties filed a single stipulation under that docket number reflecting the terms of our agreement to resolve both cases.

Thank you for your consideration of this letter.

Respectfully submitted,

/s
Elizabeth Krasnow
Assistant Corporation Counsel

Encl.

cc: **BY ECF**
Brett Klein, Esq.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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**STIPULATION OF
SETTLEMENT AND ORDER
OF DISMISSAL**

TYRONE COLEMAN,

Plaintiff,

-against-

11 CV 3277 (ENV) (JMA)

CITY OF NEW YORK, et al.,

Defendants.

----- X

TYRONE COLEMAN,

Plaintiff, 11 CV 3278 (ERK) (RLM)

-against-

CITY OF NEW YORK, et al.,

Defendants.

----- X

WHEREAS, plaintiff commenced these actions by filing complaints on or about July 7, 2011, alleging that the defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in these actions, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle these matters on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced actions are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Tyrone Coleman the sum of Fifty Thousand (\$50,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future

anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

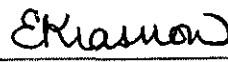
7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 13, 2012

BRETT KLEIN, ESQ.
Attorney for Plaintiff
45 Main Street, Suite 230
Brooklyn, New York 11201

By: 
Brett Klein, Esq.
Attorney for Plaintiff

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Rm. 3-172
New York, New York 10007

By: 
Elizabeth N. Krasnow
Assistant Corporation Counsel

*The Clerk is directed to close
these cases.*

Dated: Brooklyn, New York
2012

APR 20 2012

SO ORDERED:

s/ ENV


HON. ERIC N. VITALIANO
UNITED STATES DISTRICT JUDGE